



Fibre Ethernet (Direct Internet Access) Service Level Agreement

SERVICE LEVEL AGREEMENT

SPIRE TERMS AND CONDITIONS OF SUPPLY

1. Agreement

- 1.1 The document comprises of the agreed Service Level Agreement (“SLA”) between SPIRE Business Communications Limited and The Customer.
- 1.2 The service levels contained in this SLA apply to all engagements between the Customer and SPIRE. This SLA together with the SPIRE Standard Terms and Conditions (as appropriate and amended from time to time in accordance with those terms) together form the Agreement between the parties and shall apply to the arrangement between SPIRE and the Customer to the exclusion of any other terms on which the Customer purports to rely, or any course of dealing. Where there is any conflict between the terms of this SLA the customer Agreement, the latest terms and conditions of service will apply.
- 1.3 All work carried out is subject to the terms of the Agreement and this SLA except to the extent that changes are expressly agreed in writing by SPIRE.
- 1.4 This SLA once executed shall be subject to the terms of the Agreement. Words in this SLA shall have the same meaning as set out in the Agreement.
- 1.5 The provisions of this SLA shall come into effect as follows:
 - 1.5.1 Procedural and process service levels shall apply from the date of signing of the Agreement referred to in clause 1.1 above.
 - 1.5.2 Service levels relating to the delivery of a Service provided under the Agreement shall apply from the date of acceptance of the Service Order.
 - 1.5.3 Service levels relating to the performance and incident rectification of a Service provided under the Agreement shall apply from the date the Service is Accepted by The Customer.
- 1.6 Any amendment requested or proposed by the Customer shall, if agreed by SPIRE, only apply to the extent that those amendments are expressly set out in a formal agreement which refers to this SLA and Spire date, and which is signed by SPIRE.

2 Guarantees

SPIRE guarantees that the following minimum standards are met at all times.

2.1 Order Review and Processing

- 2.1.1 SPIRE will process every Order Form and acknowledge back to The Customer within 2 working days of electronic receipt.
- 2.1.2 SPIRE will process any specific request(s) contained within the Order Form and respond to these within 20 working days of receipt acknowledgement as in clause 2.1.1 above. This includes responses to any specific service related questions, costs or indicative provision dates.

2.2 SPIRE Core Network Availability

- 2.2.1 The SPIRE core network has a 99.99% availability guarantee.
- 2.2.2 In the event SPIRE fail to meet this guarantee, three (3) date and time stamped ICMP (internet Control Message Protocol) traceroutes, which have been taken a minimum of one hour apart (whereby the period window does not exceed four hours) must be submitted to SPIRE by the Customer in a form acceptable to SPIRE. This information should be obtained from the Customer's Local Access Network (LAN) equipment and should clearly show unavailability within the SPIRE core network.

2.3 SPIRE Network Latency

- 2.3.1 SPIRE guarantee to provide a maximum average round-trip of 20 milliseconds latency between any two routers on the SPIRE core network measured over a one hour period.
- 2.3.2 In the event SPIRE fail to meet the guarantee contained in clause 2.2.1, the following information must be submitted to SPIRE, three (3) date and time stamped ICMP traceroutes, which have been taken a minimum of one (1) hour apart whereby the period window does not exceed four hours. This should be obtained from the Customer LAN equipment clearly showing the latency issue within the SPIRE core network.
- 2.3.3 If an Incident is subsequently raised investigation and diagnostics will be instigated.

2.4 Customer Circuit Availability

- 2.4.1 SPIRE aims for 100% availability of circuSpire provided by us on our networks.
 - 2.4.1.1 Where the circuit from the customer premises to the SPIRE point of presence is delivered on SPIRE own networks, we will offer a 99.99% availability guarantee
 - 2.4.1.2 Where the circuit from the customer premises to the SPIRE point of presence is delivered using a third-party network, we will pass on the availability guarantee from the provider on request.
- 2.4.2 The guarantee contained in clause 2.4.1 excludes:
 - 2.4.2.1 incidents caused by power disruption at the Customer premises;
 - 2.4.2.2 incidents caused by any Customer device and associated cabling.
- 2.4.3 Clause 2.4.1 does NOT apply to:
 - 2.4.3.1 transit customers;
 - 2.4.3.2 customers with circuit backup services such as ISDN/ADSL; or
 - 2.4.3.3 alternate/bonded leased lines; or
 - 2.4.3.4 where Customer premises hardware is not the responsibility of SPIRE.

2.5 Customer Circuit Repair Time

- 2.5.1 The timing of Response and Resolution times will depend on the level of support service provided by SPIRE:
 - 2.5.1.1 Where the service is monitored and managed by SPIRE, the timing of Response and Resolution will commence from the point that an issue is identified by the customer and a ticket is raised by them with SPIRE.

2.5.1.2 Where the service is managed but not monitored by SPIRE, the timing of Response and Resolution will commence from the point that the fault is reported by the Customer to SPIRE and SPIRE raise the issue with a ticket to the service provider.

2.5.1.3 Where the service is neither monitored nor managed by SPIRE, the timing of Response and Resolution will commence from the point that SPIRE support engineers confirm the issue as relating to an SPIRE or 3rd party supplier circuit problem and not from the time the fault is reported by the Customer.

2.5.2 SPIRE would expect that the Customer has fully performed and undertaken network and circuit diagnostic checks and verified that the issues are due to the SPIRE or the 3rd party supplier's network, before a fault is raised to SPIRE support.

2.6 Performance SLA's

See clauses 2.5.1.1 to 2.5.1.3 for commencement of SLA performance times.

Standard Service Targets/SLA				
Priority	Description	Response Time	Target Resolution Time	KPI Target
1	Major service outage on SPIRE core network or service providers distribution connection.	1 Hour	6 Hours	90%
2	Degraded service or partial loss of service including increased latency and circuit unavailability	2 Hours	8 Hours	90%
3	Incident or request for system administration support where a failure workaround is in place	8 Hours	2 Working Days	90%

2.7 The SLA performance contained in clause 2.6 exclude:

- 2.7.1.1 incidents caused by power disruption at the Customer premises; or
- 2.7.1.2 the Customer CPE and associated cabling.

2.8 In the event SPIRE fail to meet this guarantee, the following information must be submitted to SPIRE:

- The SPIRE customer helpdesk ticket reference.
- A copy of the attached device running configuration clearly showing the issue.
- A copy of the length of time the issue was observed /monitored for.

3 Exclusions

3.1 The service levels shall not apply:

- 3.1.1 In all cases of scheduled maintenance (such as planned engineering work), as notified to the Customer 48 hours in advance and emergency maintenance where notified to the Customer four hours in advance are both exempt from claims under this SLA.
- 3.1.2 To emergency maintenance carried out with less than four hours' notice may be exempt, should the impact of not carrying out the maintenance cause a breach of the SLA. Denial of service attacks against the customer's service is also exempt from claim under this SLA.
- 3.1.3 Where Services are suspended or reduced pursuant to the Agreement as a result of the default of the Customer.
- 3.1.4 Any event of Force Majeure.
- 3.1.5 This SLA shall cease to apply where the Customer is in breach of the Agreement.

4 Credits

4.1 Should any of the above metrics be breached then a service credit will be issued to the customer against the circuit referenced with the issue. The limit for claims is equivalent to the SLA SPIRE receives from supplier operator directly and will vary depending on the operator used.

4.2 If there is an outage, based on SPIRE data, SPIRE will apply credit in accordance with the criteria below:-

Priority	Target Resolution Time	SLA Service Credit / Maximum Claim
1	6 Hours	1 day's circuit rental for each clock hour of outage beyond 6 hours, up to a maximum of 10 days in any calendar month / 40 days in any calendar year.
2	8 Hours	1 day's circuit rental for each calendar day of issue recurring beyond 8 hours, up to a maximum of 5 days in any calendar month / 20 days in any calendar year.
3	2 Working Days	No service credits are issued. SPIRE will give best endeavours to support and assist with any customer diagnostic / workaround required.

4.2.1 Where the circuit from the customer premises to the SPIRE point of presence is delivered using a third-party network we will directly issue the service credit issued by the provider in full to the Customer.

4.3 For the purpose of calculating the outage period, a fraction of one (1) hour will be rounded-up to the nearest hour, provided the customer reports the outage within the “Claims” criteria below.

4.4 If SPIRE, based on Spire data, fails to meet the latency guarantee SPIRE will apply a credit to the customer’s rental charge for the leased line as follows:

4.4.1 If failure to meet the latency guarantee occurs in two consecutive calendar months, SPIRE will apply a credit equivalent to one day’s rental charge for that leased line;

4.4.2 If failure to meet the latency guarantee occurs for longer than two consecutive calendar months, SPIRE for each additional month will apply a credit equivalent to one day’s rental charge for that service.

4.5 The limit for SLA claims is a total value equivalent to 10 days rental in any calendar month and to a maximum of 40 days in any one calendar year

5 Claims

5.1 To claim against this SLA the customer must submit a claim within two working days of the incident resolution to support@spiretechgroup.com.

5.2 When making Spire claim, the Customer should provide SPIRE with such supporting information as is specified in this SLA as would be relevant to such claim. SPIRE aims to reply and resolve all such claims within 30 days of receipt.

5.3 SPIRE will apply credit within 30 days of the SPIRE confirmation of a breach and the customer is expected to continue to make payments to cover outstanding invoices until such time as the credit has been applied.

5.4 At no stage will SPIRE make payments other than in the form of service credits.

6 Additional Information

- 6.1 SPIRE Group reserves the right to amend, modify or alter the thresholds and metrics measured by the SLA or change the level of remedy afforded to Customers. Changes will be notified to the nominated contact at the Customer organisation on not less than 30 days' notice.
- 6.2 A full, current copy of the SPIRE terms and conditions will be maintained online at <http://www.spiretechgroup.com>
- 6.3 In this SLA "core network" means the network owned and operated by SPIRE or our Partner ITS, and includes all links, hardware and devices used to transmit packets within the facilities operated by SPIRE or ITS. For the avoidance of doubt, border devices used to delineate the core network from customer premises equipment are always sited in facilities operated by SPIRE and this network is defined as starting at the connected port on this device. With responsibility for diagnosis between this NNI and the customer being primarily with the customer.
- 6.4 Hours of Operation – The SPIRE Service Desk is open Monday - Friday 08:30-17:30 excluding weekends and public holidays. Urgent out of hours contact details are supplied to the customer directly depending on the service taken, or via support@spiretechgroup.com.